



REQUEST FOR PROPOSAL (RFP)

February 13, 2015

RFP NUMBER: RFP No. 0213-15-VSPS

RFP SUBJECT: Visioning, School Planning, and Economic Development Services

SEALED PROPOSALS: Purchasing Office / City Of Falls Church
TO BE SUBMITTED ONLY TO: 300 Park Avenue, Rm 300 East
Falls Church, Virginia 22046 / Phone (703) 248-5007

SEALED PROPOSALS

DUE DATE AND TIME: by no later than March 27, 2015 @ 11:00:00 A.M.

Prevailing local time (Purchasing Office clock)

Proposals are to be presented for time and date validation **ONLY**
to the City of Falls Church Purchasing Office.

All inquiries and questions should be made in writing and forwarded to George Armstrong, Purchasing Agent, via email to garmstrong@fallschurchva.gov with copy to lbruce@fallschurchva.gov by no later than **five (5) business days prior to the RFP due date** (Questions due by March 20, 2015).

**THIS PAGE AND EXHIBIT 1 MUST BE COMPLETED, SIGNED,
AND RETURNED WITH PROPOSAL**

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company's Legal Name By: _____
Authorized Representative - Signature in Ink

Street Address (Not PO Box) Name: _____

Title: _____

Zip: _____ Date _____

Phone: _____ Email: _____

FAX: _____ VA SCC Business Registration # _____
See Section V and Exhibit 1 "Proof of Authority To Transact Business In VA"

This Proposal contains appropriately marked proprietary and/or confidential Information. ____ Yes ____ No

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. To request a reasonable accommodation for any type of disability or that this document be made available in an alternate format, call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP # 0213-15-VSPS
Visioning, School Planning and Economic Development Services

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ATTACHMENT E – MAP-TAP PROPERTY OWNERS

I. PURPOSE AND BACKGROUND

- A. The City of Falls Church and Falls Church City Public Schools (FCCPS) (Collectively "City"), on behalf of the George Mason High School/Mary Ellen Henderson Middle School Joint Process Steering Committee ("Steering Committee"), are soliciting proposals from qualified contractors/consulting firms to provide visioning, school planning and economic development services for a parcel of land, the details of which are further described herein.

II. GENERAL

- A. ACCESS TO RFP: This RFP and any addenda are available on the City of Falls Church's ("City's") website: www.fallschurchva.gov/Bids. This solicitation and any associated addenda may also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).
- B. Offerors should note that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the RFP. **Offerors are solely responsible for checking the Website to insure that they have the most current information regarding the RFP.** Please note that Offerors may now sign up to receive emails or text messages when new solicitations are posted or updated on the City's website. To take advantage of this feature, interested parties may go to www.fallschurchva.gov/Bids and sign up for notifications.

All addenda will become part of any resulting contract and must be signed and submitted with your proposal.

- C. All questions pertaining to this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. All questions shall be directed only to:

George R. Armstrong, Purchasing Agent
 The City of Falls Church
 300 Park Ave, Falls Church, VA 22046
garmstrong@fallschurchva.gov / Phone: 703.248.5007
 with a copy to lbruce@fallschurchva.gov

No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of Proposals, will be given any consideration. Any material question or interpretation of a requirement or specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov/Bids) no later than three (3) days before the date set for receipt of Proposals. If utilized for the initial IFB release, addenda will also be published through eVA (the Commonwealth of Virginia's e-procurement portal for registered suppliers).

Oral answers will not be authoritative.

- D. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the Proposal are the sole responsibility of the Offeror and may not be charged to the City.
- E. ACCEPTANCE OF PROPOSALS - BINDING 90 DAYS: All proposals submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of the parties.
- F. CONTACT RESTRICTED - No Offeror shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Agent or Purchasing Agent's designee concerning or related to this RFP, after the date of this solicitation's release and before award or cancellation of this RFP except with the foreknowledge and permission of the Purchasing Agent or his/her representative. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Offeror from this procurement process.

- G. INFORMATION ACCESS – All requests to or from an Offeror, potential Offeror or other third party regarding information about this Solicitation, including its interpretation, progress, and/or award status should be referred directly to the City's Purchasing Agent or designee. Failure to comply with this requirement may be cause for an Offeror's disqualification. This restriction does not apply to reasonable and necessary communications with existing or potential subcontractors or partners for the sole purpose of an Offeror's Proposal Package development under this Solicitation.
- H. This solicitation is being conducted in accordance with the guidelines of the Competitive Negotiation (for other than Professional Services) method of contractor selection per the Virginia Public Procurement Act (VPPA).

III. COMPETITION INTENDED

- A. It is the City of Falls Church's intent that this Request for Proposals (RFP) permits competition. It shall be the Offeror's responsibility to advise the City's Purchasing Agent, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals. Any such notification shall be sent to the City's Purchasing Agent's email address: garmstrong@fallschurchva.gov with a copy to lbruce@fallschurchva.gov. Confirmation of email receipt shall be the responsibility of the notifying Offeror.
- B. Nothing herein is intended to exclude any Offeror or in any way restrain or restrict competition. All qualified Offerors are encouraged to submit proposals.

IV. ELIGIBILITY

The following minimum requirements for proposal submission:

- A. The Offeror must submit their Virginia State Corporation Commission ("SCC") registration number or justification for exemption. See Section below entitled "Proof of Authority to Transact Business in Virginia" and Exhibit 1.
- B. The Offeror must be licensed in accordance with any specific requirements of this solicitation and the Code of Virginia (Licensed Engineer, Contractor's license, etc.).

It is the Offeror's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work. Any applicable license(s) shall be maintained during the term of any resultant contract.
- C. Any person or firm, or agent of any person or currently suspended or debarred from participation in City procurement, conducting business or submitting proposals on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government is not eligible for contract award under this solicitation.
- D. Any current debarment (Federal, state or local jurisdiction) must be disclosed on the Company Information Form attached to this solicitation.

V. PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

- A. State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your bid/proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in this section. **Failure to provide this information or providing inaccurate or purged information may result in your bid/proposal being rejected.**
- B. A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the Virginia State Corporation Commission (SCC). The Offeror's SCC ID number shall be provided on the cover sheet of this solicitation on the line entitled "VA SCC

Business Registration #". A VA SCC Business Registration number **IS NOT** the same as a Tax ID Number ("TIN") and may require significant time to acquire from the SCC, if necessary.

- C. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal by the City, a signed statement attached to the Cover Sheet of this RFP, describing why the Offeror is not required to be so authorized under Title 13.1 or Title 50 of the Code of Virginia. Any falsification or misrepresentation contained in the statement submitted by the Bidder/Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment.
- D. Any Offeror described herein that fails to provide the required information or for whom such signed exception is not considered valid by the City, shall not receive an award unless a waiver of this requirement is granted, in writing, by the City Manager.

VI. RIGHTS OF THE CITY

- A. Among the indisputable rights of the City specified herein, the City, at its sole discretion may:
 - 1. cancel, withdraw or re-advertise this RFP; accept or reject all or any part of proposals; and/or waive minor technicalities/informalities.
 - 2. award a contract to multiple Offerors by individual items, in the aggregate, or in combination thereof whenever any such actions are in the best interest of the City.
 - 3. issue RFPs for similar work and other projects as the need may occur; issue Purchase Orders and/or expand or otherwise modify existing Purchase Orders for work similar to that being proposal hereunder, in consideration of the City's knowledge and/or evaluation of each Contractor's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the City.
 - 4. add, delete or change services, locations, requirements, frequency of service, or other factors related to the goods and/or work under contract dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.
 - 5. use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- B. This is a Request for Proposals and is in no way to be misconstrued as a commitment to purchase on the part of the City.

VII. NO PRE-PROPOSAL CONFERENCE / SITE VISIT

VIII. GENERAL INFORMATION /SCOPE OF WORK/REQUIREMENTS

A. Overview

- 1. The City of Falls Church and Falls Church City Public Schools (FCCPS) (collectively "City"), on behalf of the George Mason High School/Mary Ellen Henderson Middle School Joint Process Steering Committee ("Steering Committee"), are soliciting proposals from qualified contractors/consulting firms to provide visioning, school planning and economic development services for the 34.6 acres of land transferred to the City and the School Board in the 2013 boundary line adjustment with Fairfax County (Attachment E "Schools and Adjacent Parcel Map"). These services shall include, but not be limited to completing: 1) Visioning for the Schools and City for this site, 2) content and other details necessary for the City to issue an RFI and to assess market interest in developing the site; and assistance to the City and Schools in evaluating resultant

expressions of interest, 3) a transportation study; 4) a market study for new development on the site, 5) a financing plan for public infrastructure; 6) a set of urban design guidelines for the site; 7) a consolidated concept plan for the new school, athletic facilities, parking, and commercial development; and 8) a community outreach and communications plan.

2. The City is looking for a consultant/contractor team, lead by the Offeror, with sufficient experience to work effectively and collaboratively with other team members, the public, citizen committees, business and industry representatives, adjacent property owners, and School and City elected officials and staff. The School visioning process would proceed early in the project; the visioning process must include extensive and sustained public involvement activities with the goal of engaging a broad and deep cross-section of the community. The public outreach plan must be a blend of involvement and collaborative approaches that will engage community members that typically are not engaged in civic or community dialogue. The outreach plan should indicate how the Contractor proposes to incorporate the resource of FCC-TV (i.e. to videotape and/or broadcast community meetings, events, etc.). Such approaches could include, for example, workshops, citizen polling, focus groups, gatherings in citizens' homes, personal interviews, opinion surveys, town hall meetings, participation in other community events to reach targeted groups, media coverage, an interactive website and other techniques. The Contractor team and City and Schools staff shall collaborate to determine the format and schedule of meetings to be held for this project. A primary goal of this type of approach is to foster the community's "ownership of" and support for the consolidated concept plan.
3. Proposals must contain evidence of the Offeror's (and Offeror's project team's) experience and abilities in the specified areas and other disciplines directly related to the proposed work. Other information required by the City and School division includes the submission of resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and other information which will clearly demonstrate the Offeror's expertise in the area of this solicitation.

B. Introduction And Background

1. Falls Church is an independent city of an estimated 13,500 residents located approximately seven miles from the Nation's Capital. Though small in area, this proximity has been a major influence on its development, particularly since 2000. New development and investment have occurred along the city's primary commercial corridors and have followed a pattern of higher density, mixed-use development on underutilized infill sites. Among U.S. Counties and independent cities, Falls Church has the highest educational attainment, and the highest median household and median family income.
2. Existing development on the 34.6 acres consists of the Mary Ellen Henderson Middle School (completed in 2005) and George Mason High School (completed in 1954 with minor additions over the years and one major addition in 1994), as well as ball fields, tennis courts, basketball courts, a football stadium, and surface parking lots (approximately 450 spaces) related to the schools. The site also contains the City's leaf mulch area, and bus parking for the school district. There are no residential or commercial uses within the site's boundaries at this time.
3. The site is bounded by Leesburg Pike (also known as West Broad Street and Route 7) to the south, Haycock Road to the east, and Falls Church Drive (an unsigned Metro and I-66 access road) to the west. The north boundary of the site is now the City's boundary with Fairfax County. Properties to the north of this boundary include the West Falls Church Metro Station, a Metro parking garage

and surface lot, the UVA/VT Northern Virginia Center (next to Haycock Road) and a City-owned parking lot used by the universities.

4. The parcels do not have a Future Land Use designation in the City's Comprehensive Plan as yet. All of the new area added to the City was automatically rezoned to R-1A Residential upon being added to the City due to a provision in the City Zoning Ordinance (§48-205.c). R1-A permits school uses by-right, however it does not permit higher density development that is being contemplated. It is anticipated that the City will change the Future Land Use Designation for the commercial portion of the property following this process. Future development will require rezoning to a compatible zoning district by the City Council following review and recommendations by the Planning Commission. Any development on the commercial site will require approval of a special exception.
5. The property is owned by both City and Schools, with 24.8 acres owned by the School Board, and the remaining 10 acres owned by the City of Falls Church. The addition of significant new land area presents a unique opportunity for the City. The George Mason High School/Mary Ellen Henderson Middle School (GMHS/MEHMS) Joint Process Planning Committee ("the Planning Committee") mapped out a multi-year planning process for future construction of a new high school and for future economic development on a portion of the site earlier this year (Attachment B "Planning Process Roadmap"). This process will involve close coordination and collaboration between the City Council and the City School Board, as well as City and School staff, consultants, and Boards and Commissions of the City.
6. It is the City's intention to develop no less than 70 percent of the site with a new high school and associated facilities, and up to 30 percent for economic development purposes.
7. The City initiated planning for these properties in July 2014. It is expected that this initial work, which is summarized below and attached as appendices to this document, will inform the visioning and planning process.

C. Required Skills and Experience

1. In conjunction with City and Schools staff and in consultation with City and Schools officials, the contractor shall lead the project contractor team and shall facilitate and manage the work of all subcontractors. Based on this scope, the project contractor team shall include, but not be limited to, specialized staff and/or subcontractors in the following areas:
 - community visioning and engagement
 - school planning
 - site planning
 - urban design, including development of design guidelines or principles
 - transportation planning, including pedestrian planning and parking
 - infrastructure/utilities
 - sustainability and energy efficiency
 - economic and market analysis
 - financing public improvements and financial analysis
2. The contractor team must have sufficient experience to work effectively and collaboratively with other team members, the public, citizen committees, business and industry representatives, adjacent property owners, and School and City elected officials and staff. The visioning process must include extensive and sustained public involvement activities with the goal of engaging a broad and deep

cross-section of the community. The public outreach plan must be a blend of involvement and collaborative approaches that will engage those community members that typically are not engaged in civic or community dialogue. The outreach plan should indicate how the Contractor proposes to incorporate the resource of FCC-TV (i.e. to videotape and/or broadcast community meetings, events, etc.). Such approaches could include, for example, workshops, citizen polling, focus groups, gatherings in citizens' homes, personal interviews, opinion surveys, town hall meetings, participation in other community events to reach targeted groups, media coverage, an interactive website and other techniques.

D. Timing

1. The City and Schools anticipate beginning this project in Spring 2015, as soon as a contractor can be selected and a contract awarded. Initial public outreach meetings are expected to begin in May 2015, with all tasks under this RFP completed within six to nine months from the start of initial public outreach.

- RFP issued – February 13, 2015
- RFP Closes – March 27, 2015
- Selection Process – March 30 – April 10, 2015
- Notify Finalists on or before April 10
- April 13 – 17 – Finalist presentations and interviews
- April 24 – Decision issued
- April 27 – May 1 – Organizational meetings with selected contractor
- May 4 – 15 – Visioning and RFI planning sessions
- May 18 – June 12 – Visioning event; RFI issued.

The City may modify the dates above as necessary at the sole option of the City.

E. Site Capacity Study

1. Falls Church City Public Schools (FCCPS) contracted with RTKL Associates, Inc. to undertake a site capacity study for a new George Mason High School, with a design capacity of 1,500 students, and retention of Mary Ellen Henderson Middle School. RTKL's Final Report, "Falls Church School Site Capacity Study, October 1, 2014" (Attachment C) includes site analysis (zoning, topography, land use, and pedestrian and vehicular connectivity) and test fits of alternative high school and commercial parcel configurations. Options for the high school range from two to six stories, and depict parking both above and below ground, with recreational facilities on both the top deck and within the garage structure. High School programmatic assumptions were based on projected enrollment growth and the "George Mason High School Architectural Assessment" which may be found at http://www.fccps.org/facilities/index.php?option=com_content&view=article&id=21:facility-evaluations&catid=81&Itemid=159&showall=&limitstart=.
2. Among the considerations affecting the site analyses are:
 - A new High School must be able to accommodate and increase in enrollment from 750 students to a projected 1,500 students.
 - Recreational activities must be sized and sited to meet school needs as well as community use
 - The need to retain the Middle School which was constructed in 2005
 - Non-academic functions on the site (leaf mulch storage and bus storage) underutilize the site

- Access into and out of the site is limited by the existing road network; the north portion of the site is inaccessible due to existing highway ramps.
 - Access easements to the UVA/VT Northern Virginia Center and the pump station must be retained
 - Site topography drops approximately 30 feet from the High School (at the highest point of the site) to the shopping center to the east. The north side of the site steps down in 10 foot intervals. This affords opportunities to coordinate future buildings with the topography.
3. RTKL's alternatives depict four commercial options with the remainder of the site allocated to school use.
- Commercial sited at the north part of the Study Area, near the Metro Station;
 - Commercial sited at the intersection of Leesburg Pike and Haycock Road;
 - A split of the commercial area with the largest portion of the commercial near the Metro Station and the remainder at the intersection; and
 - A split of the commercial area with the smaller portion near the Metro Station and the larger portion at the intersection.
4. RTKL noted a number of opportunities in their findings, including:
- Integrate proposed school design with existing topographic change
 - Locate swimming and tennis facilities in various locations on site
 - Locate athletic fields on top of parking structure
 - Configure new high school to directly connect with existing middle school to generate operational benefits
 - Increase in vertical development of high school provides opportunity for alternative land uses, including up to 30% commercial use and long-term school expansion
 - Optimize site use by migrating non-academic uses, i.e. bus parking and mulch pile, off site
 - Reserve site area for future program expansion
 - Accommodate future synergistic development opportunity with adjacent UVA/VT campus
 - Co-locate commercial parking above and beyond that of academic requirement

F. Technical Assistance Panel

1. The Urban Land Institute (ULI) and the Metropolitan Washington Council of Governments (COG) selected the City for a Technical Assistance Panel (TAP) for the site. The ULI panel conducted the TAP, *Development Opportunities in the City of Falls Church*, in October 2014 (Attachment D).
2. The panel concluded that commercial development at Leesburg Pike and Haycock Road would have the greatest economic development benefit to the City. This results in a development sequence of building the new high school, tearing down the old school, and then developing the commercial site. It also means that revenue from the commercial development will not be available to support school construction costs up front.
3. The panel made several key recommendations:
 - a three-phase commercial development with a use mix that is largely residential, with residential types that do not increase school enrollment;

- an interior street plan to break up the superblock and connect to adjacent parcels;
- the planning effort should consider public-private partnerships;
- the planning effort should include adjacent property owners (i.e. WMATA); and
- the City should create a new mixed-use zone for the commercial site as a more effective means of achieving the desired development.

G. SCOPE OF WORK – See Attachment A

IV. COMMUNICATIONS

The City and Schools will each provide and designate a project officer (“Project Manager”) as a single point of contact for the City and Schools, respectively. The Project Managers will be the authorized authority(ies) for all applicable City and/or School work performed under any contract resulting from this solicitation. The Project Managers shall coordinate the work and be the primary contacts for communications regarding the services to be provided unless otherwise provided herein.

IX. CONTRACT PERIOD AND RENEWAL OPTIONS

- A. The proposed contract shall cover the period from date of award through completion and acceptance of deliverables.
- B. The City may extend the term of an existing contract for goods/services to allow completion of any work undertaken but not completed during the original term of the contract.

X. PRICES AND PRICE ADJUSTMENT

- A. The Offeror agrees that any contract resulting from the RFP shall be a firm-fixed unit price agreement. All Contract unit prices/fees submitted or negotiated shall remain firm for 365 days from the effective date of the contract (Initial Term) and shall include all charges and fees that may be incurred in fulfilling the requirements of the contract including any and all associated warranty or support periods unless otherwise negotiated and included in the contract.
- B. If labor rates are requested, the rates specified by the Offeror shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- C. Price reductions may be initiated by the Offeror at any time and shall be effective immediately.

XI. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- A. Unless otherwise specified, any quantities detailed in this solicitation are estimates only, and are given for the information of Offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity of services that will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume will depend upon requirements that develop during the contract period.
- B. The City reserves to right to add, delete or change service types, site locations and/or service frequency dependent upon requirements that may develop during the contract period.

XII. PROMPT PAYMENT DISCOUNT

- A. Unless otherwise specified herein, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a proposal for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

- B. In connection with any discount offered, time will be computed from the date an undisputed invoice is received by the City. In the event the Offeror does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
- C. For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the City check or issuance of an Electronic Funds Transfer, if applicable.

XIII. PROPOSAL PREPARATION

- A. Before submitting a proposal, the Offeror must read the entire solicitation. Failure to read any part of this solicitation shall not relieve the Contractor of its contractual obligations.
- B. The RFP cover page must be completed as required, signed in ink by Offeror's representative with the AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT, and returned with the proposal.
- C. All information requested must be submitted. Proposals which are substantially incomplete or lack key information may be rejected by the City at its discretion. Proposal contents should be arranged in the same order and identified with headings as presented herein.
- D. The City reserves the right to accept or reject all or any part of proposals, waive minor technicalities/informalities and award the contract to the most qualified and best suited Offeror to best serve the interest of the City.
- E. Failure to submit all information requested may result in the City requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- F. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of context. Unnecessarily elaborate proposals, brochures of other presentations, expensive paper, bindings, visual and other presentation aids beyond that sufficient to present a complete and effective proposal are neither required nor desired.
- G. Each copy of the proposal should be bound in a single volume except as otherwise provided below. The City encourages the use of recycled goods, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- H. Unless otherwise necessary, all pages of the proposal should be printed on 8 ½" x 11" paper with type no smaller than 12 font size or equivalent.
- I. The City will not consider information other than the materials provided in a duly submitted proposal and/or subsequent interviews for proposal evaluation purposes.
- J. Proposal documents are generally subject to the Virginia Freedom of Information Act ("FOIA") except for specific exemptions of certain documents from public disclosure.

XIV. PROPOSAL CONTENT

Submit proposals with content structured in the order outlined below. Each section should be separated by tabs, clearly labeled and with pages numbered.

Title Page - Include the RFP number, RFP name, name of Offeror, address, telephone number, and date of preparation. Provide name, telephone number and email address of person to contact regarding proposal questions or issues.

Table of Contents - Indicate the material included in the proposal by section, including all items set forth below. All pages are to be numbered and indicate Offeror's name.

Tab 1 Signed Offer - First Page of this RFP, completed and signed in ink by person authorized to bind the company. Enclosures should include Exhibit 1, any RFP Addenda (dated & signed), copies of Contractor's license(s),

Proprietary Information (see Section XXI.B), and/or exceptions for VA SCC Business Registration or contractor's license(s) if applicable.

Tab 2 Executive Summary/Overview/Letter of Introduction:

- Cover Letter on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- A brief history of the firm, including number of years in business and size of firm. State the location of the office from which the work is to be performed. Identify any other business names, including DBAs used by firm within the past ten (10) years, if applicable.
- Identification of a primary point and/or contract/project manager who will work with the City during the term of any contract.

Tab 3 Firm's Experience

- Past Projects
- Examples of similar projects and plans
- Proposed project team/subcontractors

Tab 4 Credentials of Firm and Project Team

- Identify key personnel to be assigned by Offeror for any resultant contract under this RFP, provide names, qualifications, direct work experience, and description of proposed work responsibilities.
- Identify the specific subcontractors, if any, that the Offeror will utilize under this project. Itemize and detail any specific task assignment or other areas of expertise that will be managed including the percentage of contract work each subcontractor is expected to perform.
- Certifications
- Client References – At least three (3).

Tab 5 Project Approach/Plan

- Functional
- Technical
- Quality Requirements
- A brief statement of the Offeror's understanding of the project's Scope of Work to include a narrative describing the technical approaches, proposed project approach and methodology for executing the work and an awareness of any difficulties of this engagement and a plan for surmounting them.
- Information that addresses how Offeror would fulfill the requirements related to the goods/services and/or each tasks described in the Scope of Work or requirements sections herein.
- A preliminary timetable or milestone chart for satisfactory completion of tasks as well as Offeror's capability and ability to meet scheduled deadlines.
- Describe services in addition to those stated in the Scope of Work that the Offeror thinks are necessary to successfully complete the project.
- Include any recommended best practice approaches to providing services to the City that may enhance efficiency and effectiveness of deliverables as well as innovative solutions, and/or recommended optional services not specifically outlined in the Scope of Work or other requirements that might be of benefit to the City.

Tab 6 Cost Proposal/Detailed Pricing Information

- To Be Submitted In A Separate Sealed Envelope With Each Hard Copy Of Proposal
- The Offeror shall submit a total proposal cost along with a breakdown of major price/cost components for deliverables/tasks.
- All fees, charges, and prices shall be inclusive of travel and other expenses required to perform the work. Any out of pocket expenses not included in the proposal prices, fees, and/or charges shall be identified, itemized and included with the proposal.
- The City reserves the right to negotiate any and all costs/prices submitted.

Tab 7 Other

- Exceptions: The Offeror shall identify (by Section Number) any specific sections or issues and elaborate on any exceptions and proposed resolution(s) to any and all technical, functional, cost, or other issues and/or terms and conditions (including Special & General Terms & Conditions) herein in a subsection labeled "Exceptions".
- Appendices - Are optional for Offerors who wish to submit additional material that will clarify their response.
- Creative Solutions and Alternative Suggestions - All Offerors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information, specific needs and requirements, discuss any creative approaches to this Project which have not been specifically requested or which would enhance efficiency and/or reduce costs.

XV. PROPOSAL SUBMISSION REQUIREMENTS**A. Specific Requirements**

1. Offerors are required to submit twelve (12) complete hard copy proposal packages consisting of one (1) original (clearly marked as such on the cover of the proposal package) and eleven (11) copies of each proposal to include the information and format described herein.
2. In addition to the hard copies, each Offeror shall submit one (1) full text searchable, indexed PDF electronic copy of their complete Proposal on CD, DVD, or removable USB media with the Proposal package.
3. If the Proposal contains proprietary or confidential information in accordance with the section "Trade Secrets or Proprietary Information" herein, the Offeror shall also submit one (1) separate, sealed redacted hardcopy of the proposal along with a separate, redacted version of the searchable, indexed PDF both clearly marked as such.
4. The electronic copy removable media(s) shall be clearly marked with the RFP number, Firm's name, date of Proposal, and redacted ID if applicable.
5. The hard copy proposal shall be the Offeror's "official" Proposal and shall meet all requirements for submission by the due date and time specified herein. **The electronic copy will not be accepted in lieu of the hard copy Proposal.**

B. General Requirements

1. Proposals shall be enclosed in an opaque sealed envelope or box, marked with the Project title and name and address of Proposer and accompanied by all required documents. If the Proposal is sent through the mail or other delivery system the sealed envelope or box shall be enclosed in a separate envelope or box with the notation "PROPOSAL ENCLOSED" on the face of it.
2. Proposals are to be submitted by mail, courier or delivered in person **ONLY** to:
 Attn: Purchasing Agent
 City Of Falls Church
 300 Park Avenue, Rm 300 E, 3rd Floor, East Wing
 Falls Church, Virginia 22046 / (703) 248-5007
3. The City Purchasing Office is open for the receipt of proposal from 8:00 AM until 5:00 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
4. The time of receipt shall be determined by the time the hard copy proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel.
5. **Any proposal received after the proposal due date and time as detailed on the first page of this solicitation whether by mail or otherwise, will not be accepted or considered.** The time of receipt shall be determined by the time the proposal is signed in at the Purchasing Office. Offerors are solely responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.
The City is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-City mail system or delivery by other means. Offerors are solely responsible for ensuring that their proposal is received and stamped by Purchasing Office personnel by the deadline indicated.
6. See paragraph A.2 above for information on submission requirements for the PDF copy of the Proposal.
7. The City, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.
8. If the City declares administrative or liberal leave, scheduled receipt of proposals will be extended to the next business day after which administrative or liberal leave has been canceled.
9. Oral proposals or proposals delivered by electronic means such as facsimile and e-mail are not allowed and proposals so delivered will not be considered.
10. Questions regarding this solicitation must be in writing and received by no later than five (5) business days prior to the RFP closing date. No inquiries, if received by the Purchasing Agent in less than five (5) business days of the date set for the opening of proposals, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum which will be sent to all prospective Offerors and/or posted on the City's website (www.fallschurchva.gov) no later than three (3) business days before the date set for receipt of proposals. Oral answers will not be authoritative.
11. **Offerors are solely responsible for checking the City's Website to insure that they have the most current information regarding the RFP.**
12. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror. Carelessness in quoting business terms (i.e. prices), or in preparation of the proposal will not relieve the Offeror. When an error is made in

extending total prices, the unit price will govern. Offerors are cautioned to recheck their proposals for possible error. Correction of errors discovered after negotiation are subject to the City's acceptance or rejection of such and the Offeror may be required to perform if its proposal is accepted.

13. Conditional proposals are subject to rejection in whole or in part.
14. Under no circumstances shall an Offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.
15. Under no circumstances shall an Offeror, whose proposal has not been awarded, be entitled to any claim for compensation under this solicitation.

C. Modification And Withdrawal Of Proposal

An Offeror's proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to the address listed in Section B.2 above prior to the date and time for the opening of the Proposals.

D. Opening Of Proposals

There will be no public opening of Proposals.

XVI. PROPOSAL EVALUATION/RANKING CRITERIA

- A. The City will review each Offeror's proposal to determine the relative Best Value evaluation of each proposal using the evaluation criteria and rating factors below. Best Value means the overall combination of experience, quality, price, and various elements of required products/services that in total are optimal relative to the City's needs and best interest. Proposals determined not to meet one or more material RFP requirements may be excluded from further consideration.
- B. The City will rely primarily on the proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested. Proposals determined not to meet one or more material RFP requirements may be excluded from further consideration. The City and Schools may make award of this Contract or initiate negotiations with one or more Offerors without further contact with other Offerors.
- C. Major factors to be considered by the City in the evaluation may include, but shall not necessarily be limited to the goods/services, tasks, specifications, and/or requirements referred to in the Scope of Work and the criteria set forth below and are of relatively equal importance.

1. Firm's Experience with Similar Projects

- Examples of similar projects involving community visioning
- Examples of similar projects involving school issues
- Examples of similar projects with comparable expectations for public participation
- Examples of urban design guidelines and concept plans

2. Credentials of the Firm and Project Team (Resumes)

- Experience of the firm and proposed subcontractors
- Technical Capabilities
- Qualifications of Offeror and proposed personnel
- References

3. Project Approach

- Depth of response demonstrates clear understanding of the City and School's needs
- Completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Work, milestones and ability to meet the schedule

4. Proposal compliance and presentation

- Extent to which the proposal meets the RFP requirements
- Any proposed exceptions to the City's contract language or any aspect of the RFP

5. Cost Proposal

- Reasonableness and competitiveness

- D. Rating Criteria - The City will evaluate the responses of all Offerors based on the criteria above to create a short list of those deemed responsible and most qualified to perform the work.
- E. At the City's Option, Offerors who submit a proposal in response to this RFP may be required to respond to questions and/or provide additional information about their Proposals and/or give an oral presentation of their proposal to the City. Oral presentations are an option and may not be conducted. Therefore, proposals should be comprehensive and complete
- F. The City reserves the right to may make evaluations based on the Proposals as initially submitted without further contact with the Offeror(s).
- G. The City is using the Competitive Negotiation method (non-professional services) for source selection, per the Virginia Public Procurement Act, for this procurement.

XVII. BASIS OF AWARD

- A. Award under this RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration, but not limited to: the evaluation factors and ratings set forth above and other information and analysis the City may secure or develop, the overall combination of which, in total, are optimal relative to the City's needs/best interest, and the processes described below.
- B. Following evaluation and rating of the written Proposals as submitted, the City will make selection of Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the RFP, including price. The City may request the selected Offerors to make oral presentations.
- C. Should the City determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- D. The City may engage in individual discussions with two (2) or more firms deemed most fully qualified, responsible and suitable by the City on the basis of initial responses with emphasis on professional competence, strength and weaknesses of their narrative statements, response to questions, interview/technical presentation and overall competence to provide the required services. Repetitive informal interviews shall be permissible.
- E. If two or more Offerors are deemed to have fully and highly qualified, negotiations shall then be conducted with each of the selected Offeror(s). The City may undertake concurrent negotiations with the selected Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a

contract. Negotiations may be conducted face to face, via telephone, via email, or other correspondence.

- F. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in the City's opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should the City decide this to be in its best interest.
- G. The City reserves the right to conduct a cost or price analysis for any proposed procurement. If only one proposal is received in response to the RFP or the City otherwise determines that there is insufficient competition, a cost proposal and analysis of three (3) contracts, if available, awarded to the Offeror within the past two (2) years may be requested of the single Offeror. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- H. The Proposal Evaluation results shall remain confidential until after the Notice of Contract Award and contract execution with the successful Offeror(s). Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
- I. All awards for non-professional good and services over \$100,000 are contingent upon City Council approval.
- J. Public announcement of an award or intent to award will be posted on the City's website: www.fallschurchva.gov; the "Purchasing & Procurement" link.
- K. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. The City is also not required to debrief Offerors.

XVIII. PROTEST OF AWARD OR DECISION TO AWARD

Any Offeror may protest the award or decision to award only in accordance with the provisions of Sections 2.2-4357 through 4364 of the Code of Virginia, and only if such is provided for in the applicable Code section.

XIX. PROPOSAL SUBMISSION COVENANTS

The Offeror's signature on the RFP Cover Page covenants and certifies acknowledgement and compliance with following:

1. Fully Informed

The Offeror acknowledges that they have read this solicitation, understand it, has satisfied itself from its own investigation of the conditions to be met and/or products to be provided, fully understands Offeror's obligation, agrees to be bound by this solicitation's terms and conditions (except as otherwise explicitly provided in writing), and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information. In addition the Offeror has or will provide properly trained employees, staff, subcontractors (if approved by the City), or other personnel; and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations; that in any manner may affect the cost, delivery, progress, or performance of products and/or work proposed and to be provided under this RFP.

2. Collusion

In the preparation and submission of this RFP, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

3. Employees Not to Benefit

- a. To the best of the Offeror's knowledge, no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family (including spouse, parents or children), has received, been promised, directly or indirectly, or will receive any financial benefit, including but not limited to fees, commission, finder's fee, political contribution or any similar form of remuneration, or other financial benefit of more than nominal or minimal value on account of the act of awarding and/or executing the contract.

If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. The relevant solicitation number should be referenced in the disclosure.

4. Licenses and Insurance

The firm submitting the Offeror is licensed and registered to do business in the Commonwealth of Virginia and has the current Contractor's licenses as may be required under this solicitation as of the date of Offeror submission.

If awarded the contract, the Contractor shall have insurance coverages as specified in section entitled "Standard Provisions", sub-section entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.

5. Ethics In Public Contracting

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, pertaining to Offerors, Offerors, contractors, and subcontractors are applicable to this solicitation. By submitting a proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. Conflict of Interest

The provisions referenced in the paragraph above entitled "Ethics In Public Contracting" above, supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title

18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

7. Employment Discrimination By Contractor Prohibited

During the performance of any resultant contract, the Offeror will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that:

In every contract over \$10,000.00 the provisions in "a" and "b" below apply:

- a. During the performance of the contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

8. Drug Free Workplace

Every Contract over \$10,000 the following shall apply:

During the performance of any resultant contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

XX. COOPERATIVE PROCUREMENT

- A. As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of other public bodies. Any resultant contract may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor at the same prices and/or discounts and terms.

- B. Each jurisdiction and/or political subdivision has the option of executing a separate agreement with the Contractor after making their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Such other contracts may contain general terms and conditions unique to those jurisdictions and/or political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body or political subdivision.
- C. The City assumes no responsibility for any notification of the availability of any resultant contract for use by other public bodies. It is the responsibility of the Contractor to notify the jurisdictions and/or political subdivisions of the availability of any contract resulting from this solicitation.

XXI. SUBCONTRACTORS

- A. In the event that the Offeror desires to subcontract some part of the work specified in the solicitation or contract, the Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors and the percentage of the work under any resultant contract to be performed by each.
- B. The City reserves the right to reject the successful Offeror's (Contractor's) selection of or proposed percentage use of subcontractors.
- C. No portion of the work shall be subcontracted without prior written consent of the City.
- D. The Contractor shall remain fully liable and responsible for: supervising and directing the work to be done by his/her subcontractor(s) including those persons either directly or indirectly employed by Contractor and shall assure compliance with all the requirements of the contract; payment to; performance, acts and omissions of their subcontractors, partners and of all persons employed by them and to assure that the subcontractor(s) insurance is in compliance with the requirements of this solicitation and for assuring that all sub-contractors, partners, and/or others furnished by or acting at Contractor's direction or on Contractor's behalf, comply and remain in compliance with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and/or inspections.
- E. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government, the Commonwealth of Virginia or other state where the contract is to be performed.
- F. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of the contract insofar as they are applicable to the work of subcontractors.
- G. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the City.

XXII. TRADE SECRETS OR PROPRIETARY INFORMATION

- A. Trade secrets or proprietary information submitted by an Offeror in response to this solicitation shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia) for consideration and acceptance by the City as trade secrets or proprietary information.
- B. If the proposal contains any proprietary or trade secret material, such notice must be attached as the **first page of the proposal and clearly identify the material/information**

by some distinct method such as highlighting/underlining or submitted in a separate and clearly labeled section. In addition, the Offeror must (i) indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information and (ii) clearly state the justifiable reason why protection is necessary.

- C. **Classification of an entire proposal document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the proposal.**

XXIII. DEBARMENT STATUS

By submitting a proposal, the Offeror (including any partner, associate, or subcontractor associated with the provision of goods/services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids or proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a firm's status via the Excluded Parties List of the Federal Government.

XXIV. AMBIGUITY, CONFLICT OR OTHER ERRORS IN THE RFP

- A. If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation, it shall immediately notify the City's Purchasing Agent of such error in writing and request modification or clarification of the document. The City will make modifications to material issues by issuing a written revision and will give written notice via addendum posted on the City's website: www.fallschurchva.gov/Bids and eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (<http://eva.virginia.gov>).
- B. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal.

XXV. CONTRACT DOCUMENTS

- A. This solicitation, including all addenda, attachments, exhibits and/or appendices hereto, shall become a part of any contract that may be awarded inclusive of any terms, conditions and/or provisions that may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations.
- B. Other documents which shall become a part of any resultant contract include but are not limited to:
1. Offeror's Proposal and any modifications accepted by the City,
 2. Proposal clarifications; responses to questions/issues,
 3. Documents submitted in conjunction with oral discussions/presentations, and
 4. Memoranda of Negotiations.
- C. **EXCEPTIONS** – This solicitation contains terms and conditions the City favors and intends to use in any resultant contract. The City reserves the right to negotiate any and all exceptions in its best interest.
- D. There is no binding agreement, no contractual relationship, no understanding nor mutual assent until a contract is signed, executed and exchanged by and between authorized representatives of the Offeror and the City

- E. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written modification.

XXVI. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Such Certificate will be furnished upon request. The price offered must be net, exclusive of taxes.

XXVII. ANTI-DISCRIMINATION

By submitting their proposals, Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

XXVIII. ORDER OF PRECEDENCE

- A. In the event that there is a conflict between any specific terms, conditions and/or provisions of this RFP, the specific provisions of the RFP shall take precedence over the "Standard Provisions" which shall take precedence over the "General Conditions and Instructions to Offerors" sections herein.
- B. In the event there is a conflict between any specific terms, conditions and/or provisions of contract documents resulting from this solicitation, the contract shall take precedence over the Request for Proposals which shall take precedence over the Offeror's response to the Request for Proposals unless otherwise stipulated in the contract.

XXIX. STANDARD PROVISIONS

Section Headings: The headings of the sections in the "Standard Provisions" and/or "General Conditions and Instructions to Offerors" are inserted for convenience only and are not intended to affect the meaning or interpretation of this solicitation or any resultant contract.

1. Authority to Transact Business in Virginia

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the City pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The City may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

2. Choice Of Law and Courts

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed in all respects by the applicable laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of the Commonwealth. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court of the City of Falls Church or in the Circuit Court of the County of Arlington, Virginia.

3. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections.

The Contractor shall comply with the then current Code of Virginia including Section 2.2-4300, the Virginia Procurement Act; well as the City Code, Ordinances, Laws and Policies which are all incorporated herein by reference.

4. Authorized Dealer/Distributor Responsibilities

The Contractor, as the manufacturer or an authorized dealer/distributor of the goods specified in the solicitation, hereby transfers all rights, including software rights, licenses and documentation to the City upon product acceptance.

5. Procedures

The extent and character of the services to be performed by the Contractor(s) or goods delivered shall be subject to the general control and approval of the City's Project/Contract Manager assigned under the contract, the Purchasing Agent or his/her authorized designee(s). The contractor shall only comply with requests and/or orders issued by the Project/Contract Manager or his authorized designee(s) acting within their authority for the City.

All communications between the parties relating to material contractual issues shall be through the Purchasing Agent and any material change to the contract must be approved in writing by the Purchasing Agent and the Contractor to be deemed binding.

6. Key Personnel/ Project Staff

Any personnel named in the proposal details will remain responsible for performance of the described task(s) throughout the period of any contract resulting from the solicitation. No diversion or replacement may be made without advance written notice to the Purchasing Agent and submission of a resume of the proposed replacement for review and approval by the City.

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the City's Purchasing Agent or his/her designee. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the City at its sole discretion.

The City will, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the City

reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees shall be the sole responsibility of the Contractor.

Where required, personnel used by the Contractor to perform under the contract shall be licensed and certified as required by the Virginia Board for Contractors. Contractors shall submit evidence of licensing, trades certification and training within five (5) calendar days of the City's request. The City reserves the right to reject any of Contractor's service personnel who, in the City's judgment, are not adequately qualified to perform the work.

7. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

Except as [provided herein, Contractors providing goods or services without a signed City purchase order, do so at their own risk. The City will not be liable for payment of any purchases made by its employees without appropriate purchase authorization signed by City's Purchasing Agent.

In case of an emergency as defined by the Project Manager, Contract Manager or other authorized City or School representative, the Contractor shall cooperate to the extent reasonably requested with the understanding that a purchase order will follow.

Orders for less than \$1,000.00 do not require a purchase order.

8. Work Site Damages

Any damage to property, whether owned by the City or others, resulting from work performed under the contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

9. Ownership of Material/Products

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the solicitation shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. All work under the Contract, compilation of notes, work sheets, and any and all interim and final products and materials shall be the sole property of the City.

10. Use Of Information:

Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless

approved in writing by the Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

11. Workmanship, Inspection and Acceptance

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or City personnel at the site.

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.

The City reserves the right and may, from time to time, conduct any test and/or make inspections of the work performed, being performed or goods delivered or being delivered under the contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements. The presence of an authorized City representative or agent ("Inspector") shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

If goods or services do not conform to requirements, in addition to all other rights and remedies, the City may reject the goods or services in full or part. Non-conforming goods may be returned or non-conforming services rejected at the City's option for refund, credit or replacement at Contractor's expense. Goods rejected upon receipt remain the property of Contractor. The City's inspection, or lack of inspection, shall not affect any express or implied warranties, nor shall the City waive any rights to return goods which contain latent defects discovered in or after testing of the City's products containing such goods. Nothing in this section affects or limits any of the City's rights or remedies available under the contract.

Nothing in the section shall prohibit or restrict the City's right to return goods not accepted by the City within a reasonable period of time without penalty or restocking fees.

If the City has paid Contractor for all or part of the Services that are ultimately rejected or not accepted by the City, or if the City later determines that Contractor's performance of Services was performed in a manner that breached the terms of this Agreement, Contractor shall (in addition to any other remedy available to City) return to City all amounts paid for such Services.

12. Task Order Cost Proposals

The City may require the Contractor to provide a cost proposal for an individual task order to include the Contractor's hours to perform the work based upon their fixed hourly rates contained in any resultant contract. The cost proposal shall also contain the Contractor's costs separated by task; detailed subcontractor costs; a narrative describing work to be performed and the estimated time for completion and other details as may be required by the City. After review and acceptance of the task order proposal, the City will issue a purchase order to perform the work, or if the task is for less than one thousand dollars (\$1,000), the City may issue an Authorization to Proceed letter, signed by a duly authorized City representative. The proposal shall be prepared at no additional cost to the City.

When the scope of services for the task order involves work of such a nature that the Contractor cannot reasonably estimate the time which would be required to provide the services, the City may, at its sole option, agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Contractor's binding fee

schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Contractor shall submit detailed time records, documentation for other expenses, and such other evidence as the City may require to support the Contractor's billing request.

For Services required by the City that are not specifically identified in the Contract Fee Schedule but covered under the scope of the contract, the Consultant shall submit to the Project Manager, in the task order cost proposal, the detailed costs for these Services.

Any Contractor technician time shall only be payable for on-site time. Any overtime rates require advance written notice and approval of the City. Such approved overtime rates shall only apply after forty (40) hours of work per week.

13. BPOL License Requirement

Contractor shall be licensed in accordance with the City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. All questions regarding the BPOL license requirement and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301; Phone: (703) 248-5019; Fax: (703) 248-5212.

14. Payment Terms

Payment will be made once each month based upon satisfactory and actual services rendered and/or goods received and invoices submitted or as otherwise specified in the contract. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on Contractor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified in §2.2-4352 of the VPPA (1%per month).

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

15. Invoicing

All invoices to the City shall reference the applicable Purchase Order number and be submitted to the name and address on the Purchase Order unless otherwise directed by the City.

The prices and payments shall be full compensation for the goods, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the goods and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

Invoices for final payment shall be submitted within thirty (30) days after completion and acceptance of the work or acceptance of the goods unless otherwise specified in the contract or mutually agreed upon in writing.

The City will not honor, process or pay invoices submitted by subcontractors.

16. Changes

The City may, at any time, by written order, require changes in the services to be performed or the goods to be provided by the Contractor under contract.

If such changes cause an increase or decrease in the Contractor's cost of, or time required for performance of any services or provision of goods under the contract, within fifteen (15) days (or other mutually agreeable time period) of receipt of a change order, the Contractor shall submit a written proposal for any equitable adjustment to the contract price, delivery schedule, or both. Upon mutual agreement, authorized representative of the parties shall then agree to and sign such modification to the purchase order or contract. Contractor's receipt and performance of a Purchase Order detailing such changes shall be deemed acceptance.

The Contractor shall not begin work on any alteration requiring a change order until the agreement, setting forth the changes/modifications, has been executed by the City and the Contractor. No goods or services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the City.

If a satisfactory agreement cannot be mutually agreed to for any item requiring a change order, the City reserves the right to terminate the contract as it applies to the goods/services in question and make such arrangements as may be deemed necessary to complete the work.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by change order or Contract Amendment.

17. Additions/Deletions:

The City reserves the right to add similar goods/services or delete goods/services specified in the resultant contract as requirements change during the period of the contract by contract amendment. The City and the Contractor will mutually agree to prices for goods/services to be added to the contract and/or reduction in overall costs for items/services deleted.

18. Safety

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the contract.

Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under the contract. The City has sole right to dismiss contractors and/or sub-contractors for non-compliance to the above rules and regulations and/or safety violation. The contractor must rectify all safety concerns prior to continuance of work.

19. Communications

At least one on-site worker who has supervision authority must be conversant in the English language. This is necessary because of the need to provide job instructions, ensure compliance with safety regulations and communicate with City staff and/or other contractors on site. The City shall be sole judge of the communication level of the contractor's employees. Failure to have an English-speaking worker on each job is cause to halt work until the situation is remedied. Should this happen, it shall be at no additional cost to the City.

20. Warranties & Guarantees

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

Contractor represents and warrants that all goods will be new, free from defects in material or workmanship and will conform to, comply, function and perform in accordance with the requirements and specifications, and that Contractor will make all necessary adjustments, repairs and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. Unless otherwise specified such adjustments, repairs and replacements will be provided at no additional cost to the City during the applicable warranty term. Contractor further warrants that each product furnished under the contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of Contractor's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by a Purchase Order or this Agreement.

All warranties shall survive inspection, acceptance and payment.

Contractor's and/or manufacturer's warranty shall cover all parts and factory labor. Any warranty specified by the Contractor shall not act to void longer guarantees given by the manufacturer of the equipment or its components.

The Contractor agrees to: furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time; enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence; and render all work and services in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.

The City's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

All periods of warranty, and periods of manufacturers' product and/or equipment warranties shall commence on the date of Acceptance of the Work and shall extend for a minimum period of one year thereafter

21. Default

In case of the Contractor's failure to deliver goods, complete any part of the services agreed upon within the time specified, or in accordance with agreed schedules, or to meet specifications, material term, condition or provision in accordance with the contract terms and conditions, the City, after due oral or written notice, may consider the Contractor to be in default. In event of Contractor's default and reasonable opportunity to cure, if applicable and as determined by the City, the City may procure such services and/or goods from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any and all other remedies which the City may have.

22. Contract Disputes Resolution

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under the contract. The Contractor's dispute shall detail all pertinent facts of the dispute and the Contractor's desired outcome.

Contractual disputes, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the dispute is based. Any notice or dispute shall be delivered to the City's

Purchasing Agent, 300 Park Avenue, 3rd Floor East Wing, Falls Church, VA 22046 and shall include a description of the factual basis for the dispute and a statement of the amounts claimed or other relief requested. The Purchasing Agent shall render a decision on the claim and shall notify the Contractor within thirty (30) days of receipt of the dispute. The Contractor may appeal the decision of the Purchasing Agent to the City Manager by providing written notice to the Purchasing Agent, within fifteen (15) days of the date of the decision. The City Manager shall render a decision on the dispute within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Final invoice(s) for all services or goods provided by the Contractor shall be delivered to the City no later than thirty (30) days following the conclusion of the work or delivery of the goods, unless other terms are prescribed by contract.

A Contractor may not institute legal action until all statutory requirements have been met or prior to receipt of City's decision on the claim.

Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Any notices to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip from that person.

23. Termination

Subject to the provisions below, the contract may be terminated by the City upon written notice; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

In every such event in which the City shall terminate the services of the Contractor, the Contractor is obligated and agrees to refund the City any and all monies paid (including advance payments) to it by the City for goods not delivered and/or services not satisfactorily rendered by said Contractor as of the date on which Contractor shall receive Notice of Termination.

The City may exercise the City's right of setoff as to any amounts the City may owe the Contractor. The City may require Contractor to transfer title and deliver to the City any or all items produced or procured by Contractor under the contract for performance of the work terminated.

a. Termination for Convenience

The City may cancel and terminate the contract in part or in whole, without penalty for its convenience. Any such termination shall be effected by delivery of a written Notice of Termination to the Contractor at least ten (10) business days prior to the effective date. After receipt of a notice of termination, the Contractor must stop all work and deliveries under the purchase order/contract on the effective date and to extent specified in the notice. However, any termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issues prior to the effective date of the termination. A reasonable, equitable adjustment in the contract price shall be made for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract at any time, without penalty, by written notice to the Contractor for: (1) cause, default, or negligence ("default") on the part of the Contractor; or (2) if the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency ("bankruptcy"). In the case of termination for cause, advance written notice by the City is not required. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default or bankruptcy, and the Contractor shall be liable for all damages to the City resulting from Contractor's default or bankruptcy.

In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the appropriate City authority. If necessary funds are not appropriated or otherwise made available to support continuation of the performance of the contract in a subsequent fiscal year, then the contract shall be canceled on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by the contract is spent, whichever event occurs first, and the Contractor shall be reimbursed for the reasonable value of any documented nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this agreement. No amount shall be allowed for anticipated profit on unperformed services.

24. Delays / Service Failure

Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements/corrections of rejected goods/services when so requested, immediately or as directed by the City, shall be cause or default and constitute authority for the City to purchase in the open market goods/services of comparable grade/quality to replace the services, goods rejected, and/or not delivered and charge the full increase in cost and handling to the defaulting Contractor. Should public necessity demand it, the City reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the City.

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designated City Project Manager. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

25. Indemnification

The Contractor agrees to indemnify and hold harmless the City of Falls Church, Virginia, its officers, agents, and employees from any liability, claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The Contractor agrees to protect the City from claims involving infringement of patent or copyrights.

Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

The Contractor shall also save the City, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.

The Contractor shall protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery; furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible and protect the City from loss or damage to City owned property while it is in the custody of the Contractor.

If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

26. Insurance

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:
 - 1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - 3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

- 4) Maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.
- 5) Maintain Environmental Impairment Liability Insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site in the limits of \$2,000,000 per occurrence/aggregate where appropriate.
- 6) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 7) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractors or sub-contractors work under the contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 8) The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- 9) The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started. In addition, the Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the City on demand.
- 10) The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the City. These certified copies will be sent to the City from the Contractors insurance agent or representative. During the period of the contract, the City reserves the right to require the contractor to furnish certificates of insurance for the coverage required
- c. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- d. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- e. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection or engineering services exclusion that would

preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

- f. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- g. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."
- h. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "..... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.
- i. Insurance coverage required by this solicitation shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the contractor shall be liable to the City for the entire additional cost of procuring the uncompleted portion of the contract at the time of termination.

27. Correspondence

All communications between the parties relating to material contractual issues shall be through the City's Purchasing Agent and must be in writing to be deemed binding.

28. Quality

All services shall be performed in a first class workmanlike manner in accordance with current industry standards.

All goods and services shall meet the then current applicable state and federal rules and guidelines.

All goods provided shall be new, not refurbished, free of material cosmetic defects, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated herein. Goods shall meet or exceed industry standards for quality and reliability. Product design and construction must be consistent with current best industry or engineering practices.

29. Brand Name Or Equivalent Items

Unless otherwise specified herein, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the product desired, and any product which the City, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted.

30. Bonding/Contract Security

The City reserves the right to require a bid/proposal, performance, and/or payment bond for contracts for goods or services if specified in this solicitation in accordance with sections § 2.2-4336. "Bid Bonds", § 2.2-4337 "Performance and Payment Bonds" and other related sections of the VA Public Procurement Act. In such case, the successful Offeror shall bear the cost and be required to furnish such bid, performance, and/or bond in the specified

amount with the bid and/or before award of contract, as applicable. The parties shall mutually agree upon the form of the bond document/agreement. If no bond can be furnished by the successful Offeror, the City reserves the right to award the contract to the next most highly qualified and responsible Offeror in the best interest of the City.

31. News Release/Publicity By Contractors

The City does not endorse the goods or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Agent for review and consideration of approval.

32. Emergency Purchases

If the Contractor is unable to provide the required service for any period of time, except as provided in the Section "General Terms and Conditions", paragraph entitled "FORCE MAJEURE", the Contractor is responsible for providing a backup service, satisfactory to the City at no additional cost to the City. The City reserves the right to make arrangements for service, under emergency conditions from other sources, should the Contractor be unable to provide the required service within the required time frame. If this occurs, the City further reserves the right to recover all costs from the Contractor.

33. Americans With Disabilities Act Requirements

The City is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. Your acceptance of any contract resulting from this solicitation acknowledges your commitment and compliance with ADA requirements.

34. Immigration Reform And Control Act

By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 as may be amended.

35. Virginia Freedom Of Information Act

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

36. Funding

A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.

37. Assignment

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under the contract, without the prior written consent of the City

38. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

39. Record Retention/Audits

The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.

40. Payments To Subcontractors

Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under the Contract, the Contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
- b. Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

41. Time Of The Essence

Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

42. Reports

The Contractor must submit status reports as requested and appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.

43. Antitrust

By entering into a contract, the contractor conveys, sells, assigns and transfers to the City all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the City under said contract.

44. Relationship of the Parties

The Contractor will be legally considered and acting solely as an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered servants or agents of the City. The City will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The City will not withhold from the contract payments to the Contractor any federal

or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the City for its employees or officers.

Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the solicitation or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

45. Severability

The sections, paragraphs, sentences, clauses and phrases of the contract are severable, and if any phrase, clause, sentence, paragraph or section of the contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of the contract.

46. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract agreement, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

47. Non-Exclusive Market Rights

It is expressly understood and agreed that except as otherwise specifically provided, the contract neither grants to Contractor an exclusive privilege to sell or provide to the City any or all goods or services of the type described in the contract which the City may require, nor does it require the purchase of any goods or services from Contractor by the City. Contractor understands and agrees that the City is free to and may contract with other manufacturers and Contractors for the procurement of comparable goods or services.

48. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

49. Confidentiality And Return Of Records

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the City request for services under the contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the City's Project Manager or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of the contract shall be referred to the Project Manager or designee for response. At the City's request, the Contractor shall deliver all Records to the Project Manager, including "hard copies" of computer records, and at the City's request, shall destroy all computer records created as a result of the City's request for services under the contract.

The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to the contract.

No termination of the contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

50. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the City all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the City by this paragraph are irrevocable. Notwithstanding anything else in the contract, the Contractor's remedy in the event of termination of or dispute over the terms of the contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of the contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of the Contract is prohibited unless the City approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to the contract

51. Data Sources

The City will provide the Contractor with all necessary and available data possessed by the City that relates to the contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating City data.

52. Conflict Of Interest

In the event that a conflict of interest arises with Contractor acting as the City's authorized Contractor on a specific job, the City reserves the right to seek professional services elsewhere on the specific job over which the conflict arose.

53. Shipping And Billing

Unless instructed otherwise by the City, Contractor shall, for Purchase Orders placed hereunder: (1) deliver entire quantity of items ordered to the destination designated in the Purchase Order in accordance with any specific shipping instructions; (2) enclose a packing memorandum with each shipment and when more than one package is shipped, identify the one containing the memorandum; (5) legibly mark or label on the outside of the shipping container the City's Purchase Order number, commodity description and quantity on all packages and shipping papers; (6) render itemized invoices showing Purchase Order number to the billing address on the Purchase Order and (7) utilize standard commercial packaging, packing and shipping containers.

Products shall be shipped by Contractor, F.O.B., Destination, from Contractor's nearest facility capable of meeting the City's requirements using the most cost effective common carrier with transportation charges prepaid by Contractor and added as a separate item to the invoice to be paid by the City. In no event will City be liable for premium shipping modes unless previously authorized.

54. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference.

The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

XXX. GENERAL DEFINITIONS, CONDITIONS AND INSTRUCTIONS TO OFFERORS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City of Falls Church, unless otherwise specified.
 - B. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Offerors" section, and other provisions, conditions and/or attachments to this solicitation, the other provisions, conditions and/or attachments of this RFP shall take precedence.
1. **DEFINITIONS:** The terms defined in this section shall have the meanings set forth below whenever they appear in this Solicitation regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
 - a. **BEST VALUE:** As predetermined in the Request for Proposal, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
 - b. **OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.
 - c. **CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 - d. **CITY:** City of Falls Church.
 - e. **DAY:** Unless otherwise specified "day" or "days" shall mean calendar days.
 - f. **GOODS/PRODUCTS:** All material, equipment, supplies, printing, and/or automated data processing/information technology hardware and software.
 - g. **INFORMALITY:** A minor defect or variation of a proposal or proposal from the exact requirements of the invitation to proposal or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
 - h. **OPEN MARKET PROCUREMENT:** A method of competitive solicitation for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.
 - i. **PROPOSAL:** The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A proposal is subject to scope and price negotiation.
 - j. **PURCHASING AGENT:** The Purchasing Agent employed by the City of Falls Church, Virginia or his/her designee.
 - k. **REQUEST FOR PROPOSAL (RFP):** A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
 - l. **RESPONSIBLE OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.

- m. **SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
 - n. **SOLICITATION:** Depending upon the context an RFP or the process of notifying prospective Offerors that the City wishes to receive proposal on a set of requirements to provide goods or services.
 - o. **STATE:** Commonwealth of Virginia.
2. **LEGAL ACTION:** No Offeror, potential Offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
 3. **CONDITION OF COMMODITIES:** All items proposed shall be new, latest model, design or pack and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in proposal invitation/proposal request. Verbal agreements to the contrary will not be recognized.
 4. **SAMPLES:** Samples, if required, must be furnished free of expense to the City on or before date specified; if not destroyed in examination, they will be returned to Offeror, if requested, at Offeror's expense. Each sample must be marked with the Offeror's name and address, City's request number and opening date. **DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.**
 5. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Offeror will be required to furnish articles in conformity with that specification. The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
 6. **FEDERAL SPECIFICATIONS:** Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).
 7. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend the contract without liability to the City or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
 8. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the Offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under the contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the Offeror does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263. Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.
 9. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the proposal or delivered materials for each chemical and/or compound offered.

10. **SHIPPING:** Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.
11. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
12. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the City when not in conflict with the contract. The decision of the City as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the City shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the City, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Standard or Specific Provisions for the individual solicitation.
13. **POINT OF DESTINATION:** All materials shipped to the City must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
14. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.
15. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.
16. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

Except as otherwise specified in the solicitation, the Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

17. GENERAL GUARANTY: Contractor agrees to:

- a. Indemnify and save the City, its agents and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. Protect the City against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workers or those providing work through Contractor are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and City.
- e. Protect the City from loss or damage to City-owned property while it is in the custody or control of the Contractor.

18. SERVICE CONTRACT GUARANTY: Contractor agrees:

- a. To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that the City may reduce the said service at any time.
- b. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
- c. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.
- d. Said services may be inspected by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. The presence of a City/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

19. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM):

- a. The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City. Contact the Virginia Department of Minority Business Enterprise for information regarding certification and certified businesses: <http://www.dmbv.virginia.gov/>
- b. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

XXXI. ATTACHMENTS

Attachment A	SCOPE OF WORK
Attachment B	DRAFT Process Roadmap - <i>attached as separate file</i>
Attachment C	RTKL Site Study - <i>attached as separate file</i>
Attachment D	Technical Assistance Panel (TAP) Report - <i>attached as separate file</i>
Attachment E	MAP – TAP Property Owners
Exhibit 1	AUTHORITY TO DO BUSINESS FORM EXHIBIT 1 TO BE COMPLETED AND RETURNED WITH PROPOSAL

ATTACHMENT A – SCOPE OF WORK

A. General

1. The services sought under this Contract are divided into three tasks, which are respectively referred to as follows:

Phase 1: Project Start-Up

Phase 2: Creating a Vision for Future Schools and Economic Development on the Site

Phase 3: Refinement and Presentation

2. While all the work listed in this RFP is tied to a particular phase, activities/work products in multiple phases may occur concurrently. Suggestions for alternative approaches or additional components may be submitted but must be noted in the proposal as an alternative.
3. During the project, the City and Schools may request that the Contractor provide additional services, such as drafting additional Requests for Proposals, not currently included in the Scope of Work for additional fees and in accordance with a mutually agreed upon schedule.

B. Phase 1: Project Start-Up

1. Phase 1 includes contractor start-up and initiation of key tasks that will inform and support the rest of the project as further described in this RFP. During Phase 1a, the Contractor shall become fully conversant in the land use; site design; transportation; and economic development issues; and the opportunities and constraints that affect the site. It is not intended that the Contractor redo the work performed to date; rather the Contractor should develop a depth of knowledge of this work and other relevant materials, and assess and evaluate the recommendations and findings. The Contractor shall conduct site visit(s) of sufficient duration to complete stakeholder interviews and site analysis. The RTKL and TAP reports, as well as stakeholder interviews, shall inform this analysis.
2. The Contractor team shall work with City and School staff to develop and implement the community outreach and communications plan, including the outreach and meeting schedule, throughout the project. In addition to community outreach meetings, the schedule should include meetings for the Contractor to “report back” findings to the Steering Committee, City Council, School Board and appropriate Boards and Commissions. The schedule should also contemplate additional coordination meetings with neighboring jurisdictions including Fairfax, WMATA and VDOT. The Contractor shall prepare and update an issues matrix and provide written summaries of public input.
3. Phase 1a Deliverables:
 - Meeting and outreach schedule
 - Steering committee briefing(s)
4. Phase 1b includes two components: 1) the development and issuance of a Request for Information (RFI) and 2) initiation of the School Community Visioning. The RFI to the development community is intended to gauge market interest in the property as the rest of the project gets underway. It is anticipated that respondents may refine their thinking about the property as the project proceeds and more detailed information becomes available. The Contractor would assist the City and Schools in evaluating responses.

5. Phase 1b Tasks include:

- School Community Visioning Initial Meeting

The Project Director shall facilitate, with staff, an evening or weekend meeting with City and School leaders and community members. The Contractor team shall work with City and School staff to structure the format of the meetings; the meeting format shall be designed to obtain the best possible community input to inform the rest of the process. The initial meeting shall include a briefing on the opportunities and constraints for future development, the base school program, the RTKL and TAP recommendations and concepts and inform the community about the visioning and planning process and timeframe. The meeting shall be facilitated in a manner that allows the community to provide input, and to discuss issues/topics such as those listed below, as well as other relevant topics.

- Develop and Issue a Request for Information (RFI) for Commercial Development

The purpose of the RFI is to gauge market interest in the property from the development community. It is expected that respondents will review previous studies, community input from the visioning session, other sources and their own knowledge and expertise in development.

6. Phase 1b deliverables include:

- Summary of School Community Visioning Session
- Draft and Final RFI
- Steering Committee briefing(s)

C. Phase 2: Creating a Vision for Future Schools and Economic Development on the Site

1. During Phase 2, the Contractor shall initiate and complete the transportation, market and urban design studies, continue to fulfill the community outreach plan, and devise draft concept plans. The work plan for these studies should be informed by the General, School and Economic Development Considerations listed later in this section. Community outreach efforts are intended to provide a collaborative opportunity for all stakeholders to discuss and bring forth their ideas for the future school and economic development.

2. Phase 2 Tasks include:

- Initiate Transportation Study

The objective of the transportation study is evaluate current points of ingress and egress to the site as well as internal circulation, and make recommendations to improve any deficient conditions, circulation within the site, and connections to adjacent parcels. The Contractor shall examine existing circulation and propose improvements for multiple modes of travel including walking, biking, school buses and driving. The consolidated concept plan shall include a new street grid that facilitates improved connectivity with the adjacent WMATA, UVA/VT and Fairfax County parcels, however, the final street grid will not be fixed until later in the process. The concept plan should also facilitate walkability within and to the site for both the school and economic development uses, and evaluate parking options.

- Initiate Market Study

The objective of the market study is to analyze current and future marketplace trends, survey potential competition for future development in the region, and help determine which uses will generate the best financial impact for the City (including both up-front proceeds from a sale or lease of the property and long-

term property tax/net revenues generated from such uses). The market study shall include, but not be limited to the optimal location(s) for commercial development, mix of uses, scale of development, timing of development, and revenue sources analysis. The market study should also include examples of successful planned development at comparable transit-accessible sites both in and outside of the Washington DC area. The Contractor will be expected to use the City's Cost Revenue Impact Model (CRIM) to evaluate the costs and revenues that will result from alternative development scenarios and to work with the City's Financial Advisor to develop a financing plan for public improvements. The results of these studies shall inform the concept plan.

- Initiate Urban Design Analysis

The objective of the urban design analysis is to develop urban design guidelines pertaining to height, massing, setbacks, and the relationships of commercial buildings to school buildings, and the location and character/use of open spaces. These guidelines shall be used in developing the consolidated concept plan.

- Complete Transportation Analysis, Market Study and Urban Design Analysis

Study findings, including financial analysis and RFI results, shall be incorporated into draft concept plans.

- Second and Subsequent Community Visioning Meeting(s)

The Project Director shall facilitate, with staff, additional evening or weekend meetings with City and School leaders and community members to refine the vision for school and economic development on the site.

- Additional Outreach Activities

Throughout this phase, additional community outreach activities should continue with input tracked and incorporated into draft concept plans.

- Develop Draft Concept Plans

During this Phase, the Contractor shall develop draft concept plans that depict the school and associated facilities and future commercial development, specifically: building heights, setbacks, massing and uses; the street grid, including pedestrian elements and connections to adjacent street and parcels; urban design features; open space; sustainability elements.

3. General Considerations:

- What street network would best facilitate access to and within the site? What internal circulation is needed for pedestrians, bikes, busses?
- What types of open space should be provided?
- Are there creative ways to handle parking?
- How should the street network connect to adjacent properties such as the WMATA and UVA/VT properties?
- The adjacent property owners and government agencies--WMATA, UVA/VT, Fairfax County, VDOT--shall be incorporated into the community process. This is important for connectivity considerations and to assist the City and Schools in determining if an arrangement should be pursued with UVA/VT for shared use of academic or parking areas.

4. School Considerations

- An estimated 320,000 gross square feet of space (academic 270,720 sq. ft., gym facility 30,230 sq. ft., auditorium 19,050 sq. ft.) is needed to accommodate projected enrollment of 1,500 students.
- No less than 70 percent of the land will be dedicated to school use.
- Where will the school structure(s) be located on the site?
- Should the School Division build to LEED standard? Build to LEED standard but not certify the project with the U.S. Green Building Council due to the cost of commissioning?
- How tall will the school be? (How many stories?)
- Should the high school and middle school be connected? Share facilities? If so, which ones?
- Can the high school construction be phased? Could the first phase incorporate the portions of the existing building most likely to experience structural or mechanical failures? Could this first phase be sited to have no significant impact on the commercial site?
- If above-ground (structure) parking is developed, should athletic facilities (i.e. football stadium) or community facilities be incorporated into the facility?
- Playing fields must be sized and sited to meet school needs as well as community use, now and in the future. Should additional fields be provided and where should they be located?
- School facilities are regularly used by the community today. Are there other kinds of community facilities for shared use with the community that should be included? Pool? Ice skating rink? Community meeting space? Other?
- Should facilities that are shared by the school and the community (i.e. pool) be in the same or separate buildings?
- What types of uses on the commercial portion of the site are acceptable adjacent to the school? How should they be oriented relative to the school?
- Does the proposed academic program need to be modified or updated from the GMHS Architectural Assessment? How should academic programming change to accommodate technological and instructional advances?
- How should instructional facilities, open space and other facilities adjacent to the schools be configured to provide the most effective and safe learning environments?
- How could open spaces or other uses adjacent to the school be used to enhance academic programs in science, art, health, etc.?
- How should the watershed at the north end of the site be protected?

5. Economic Development Considerations

- Economic development needs to provide the City with annual tax revenue that will help cover the 30 year costs of debt service. Therefore, it is critical to know what type of economic development will generate the best long-term financial impact for the City. (including both up-front proceeds from a sale or lease of the property **and** long-term property tax/net revenues generated from such uses)
- Where is the optimal location for commercial development on the site? What is the optimal scale for commercial development?

- What type(s) of open space should be included in the commercial development? How should these spaces function? Relate to the school?
- How can the development of the commercial parcel improve bike access and walkability through the site and to the school campus?
- What are the key elements of design/aesthetics the City will protect and promote? Height? Massing? Setbacks?
- How will commercial uses be buffered from or interface with the schools?
- Should the school and commercial development be physically linked?
- What types of incentives should the City consider to encourage office and hotel/conference space development? (i.e. tax caps or subsidies, lower proffer costs, joint investment or development of shared facilities, etc.)
- Should the City consider tax-increment financing (or other mechanisms) for the site to encourage development and/or pay for new utilities, infrastructure, parking, transportation improvements, etc.?

6. Phase 2 Deliverables include:

- Work plans for each study
- Summary of community comments, themes from all community meetings
- Report of findings from transportation, market and urban design work
- Preliminary financial feasibility report
- Preliminary market study report
- Evaluation of RFI responses
- Draft concept plans
- Steering Committee briefings
- Presentation to the community

D. PHASE 3: REFINEMENT and PRESENTATION

1. During this Phase, the Contractor will be responsible for ensuring that the initial concept plans are further refined to incorporate the findings of the transportation, market and urban design studies and the community's consolidated vision for the entire site. The refinements should make it feasible for staff to prepare a Future Land Use Amendment and zoning recommendations for the site.
2. Phase 3 Tasks include:
 - Refine initial concept plans into a consolidated concept plan for presentation to the Steering Committee, School Board, City Council and the community
 - Prepare a report with recommendations based on the results of the transportation, market and urban design studies.
3. Phase 3 Deliverables include:
 - Consolidated concept plan
 - Final report
 - Steering Committee briefings
 - Presentation to the community

- Presentations to City Council, School Board, affected commissions and boards

E. Mutual Responsibilities related to the Scope of Work

1. Close cooperation will be required between the City, the Schools and the contractor. City and School staff will, when applicable, offer the following support to Contractor in order to facilitate the timely completion of the Work under this Agreement. Contractor understands and agrees that timely completion of Work and submission of Deliverables under this Agreement remains Contractor's sole responsibility. The City and Schools will offer the following support to the Contractor:
 - The City and Schools will each provide a project officer as a single point of contact for the City and Schools, respectively.
 - Staff from the Planning Division in the Department of Development Services, Schools and other departments will regularly attend and participate in project meetings as appropriate.
 - The City and Schools will support the contractor's community outreach program throughout the project and solicit the attendance of third parties whose participation the City and Schools considers important.
 - The City and Schools will make every effort to ensure the attendance of elected City and School officials, commission members, and stakeholders as appropriate at key meetings, workshops, and presentations.
 - The City and Schools will provide for or coordinate the provision of appropriate meeting rooms for all meetings, workshops, presentations, and other activities.

F. Contractor Performance Requirements

1. During performance of the work, the Contractor shall thoroughly understand the requirements and shall correlate the requirements with workable plans to accomplish the services required. The contractor shall perform all work according to the stated requirements of the City and Schools.
2. During the duration of the contract, the Contractor shall perform the following tasks:
 - Communication: The Contractor shall ensure that all written or electronic written communication between the Contractor and staff shall be copied to the City and Schools Project Officers.
 - Deliverables: Successful completion of the project deliverables in terms of scope, quality, budget and schedule is the highest priority. The Deliverables should be reported in a template, approved by the City and Schools Project Officers, and must be easy-to-read documents that clearly communicates information, findings and/or recommendations. As applicable, contractor deliverables hereunder shall be compatible with City and Schools technology platforms and software.
 - Issues Management: Throughout the process, the Contractor shall identify, track, prioritize and resolve or mitigate project-related issues. Issues shall be documented in a template approved by the City and Schools Project Officers and reviewed in weekly status meetings, which may occur via telephone or web conference calls. For each item, a course of action and owner will be determined; each issue shall be tracked through resolution.
 - Status meetings shall be held weekly on a day and time as required by the City and Schools Project Officers. Minutes of all meetings shall be recorded by the Contractor and provided electronically to the City and Schools

Project Officers. Contractor shall provide a sufficient number of copies of agendas and handouts for all onsite meetings.

- Project Control: Maintain a detailed project schedule and update it as determined by the City and Schools Project Officers as tasks, assignments, and timing changes. The schedule shall include all Contractor, subcontractor, and City and Schools personnel with project tasks and cost tracking. Maintain a detailed project budget tracking planned, actual and forecasted expenditures by month over the course of the project.
3. Status Reporting: Report on status of the project to the City and Schools Project Officers in a City and Schools Project Officer approved written format that includes at a minimum tasks completed in the past week, tasks worked on during the past week, tasks planned to be worked on during the upcoming week, tasks planned to be started the week after next, open issues/status/recommended actions, change orders, risks/status/recommended actions, a comparison of actual expenditures to planned expenditures.

EXHIBIT 1 – Proof of Authority to Transact Business in VA

Proof of Authority To Transact Business In VA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission ("VA SCC"). Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized.

Any Bidder/Offeror described herein that fails to provide the required information or for whom such signed exception is not considered valid by the City, may not receive an award unless a waiver is granted, in writing, by the City Manager or his designee.

If this bid/proposal for goods or services is accepted by the City of Falls Church, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please check the appropriate line below and provide the requested information:

- ☐ A. Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the VA SCC; or
- ☐ B. Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the VA SCC.

**A or B. Firm's Identification Number
as issued by the VA SCC:**

This IS NOT the same as a Tax ID Number ("TIN")

VA SCC ID Number must be provided.

- ☐ C. Bidder/Offeror is a Sole Proprietorship and therefore is not required to have a VA SCC number.
- ☐ D. Bidder/Offeror does not have an Identification Number issued to it by the SCC and such Bidder/Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): (see attached) **Please attach additional sheets of paper if you need to explain why such Bidder/Offeror is not required to be authorized to transact business in Virginia. Falsification of such statement may be cause for debarment.**

Please attach additional sheets of paper if you need to explain why such Bidder/Offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Authorized Signature

Date

Print or Type Name and Title